

# C O U N C I L      C O M M U N I C A T I O N

TO: THE CITY COUNCIL  
FROM: THE CITY MANAGER'S OFFICE

COUNCIL MEETING DATE  
AUGUST 15, 1990

SUBJECT: RENEWAL OF AGREEMENT WITH COUNTY OF SAN JOAQUIN TO PROVIDE DIAL-A-RIDE  
SERVICE TO CERTAIN UNINCORPORATED AREAS

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: That the City Council adopt Resolution No. 90-133  
renewing the agreement with the County of San Joaquin  
for the City to provide Dial-A-Ride service to  
certain unincorporated areas of the County.

BACKGROUND INFORMATION: The City currently provides Dial-A-Ride service to  
the Woodbridge area and the Arbor Mobile Home Park in  
Acampo. This agreement is now ready for renewal. A  
copy of the agreement is attached (Exhibit 1). Additionally, the recent Council  
of Governments (COG) Unmet Transit Needs process determined an unmet transit  
need for the Freeway Mobile Home Park, adjacent to Highway 99 and off Harney  
Lane. This is an unmet need for San Joaquin County, not the City of Lodi.

The County's Public Works Department has requested that in this contract  
renewal, provisions be made to extend this service to the Freeway Mobile Home  
Park to assist the County in meeting its unmet transportation needs. As with  
the service to the other unincorporated areas, the City will be reimbursed by  
the County for providing this service.

Staff is of the opinion that this extension will not adversely affect the  
present level of service.

Respectfully submitted,

  
Jerry L. Glenn  
Assistant City Manager

JLG: b r

Attachments

COUNC892

AGREEMENT BETWEEN THE  
CITY OF LODI  
AND THE  
COUNTY OF SAN JOAQUIN

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the CITY OF LODI, a municipal corporation, hereinafter referred to as CITY, and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, CITY is presently operating a low-cost transportation system to the residents of the City of Lodi, commonly known as Lodi Dial-A-Ride; and,

WHEREAS, the Board of Supervisors of COUNTY and the San Joaquin Council of Governments (COG) have identified the transit needs in the unincorporated area of Woodbridge; the Arbor Mobile Home Park in Acampo, and the Freeway Mobile Home Park south of Lodi.

WHEREAS, it has been determined that the most feasible method of serving these transit needs is through an agreement extending the service area of the current Lodi Dial-A-Ride system to those areas.

AGREEMENT BETWEEN THE CITY OF LODI AND THE COUNTY OF SAN JOAQUIN

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NOW, THEREFORE, the parties hereto, for and in consideration of the charges, terms, covenants, and agreements contained herein, agree as follows:

1. INCORPORATION BY REFERENCE

That agreement dated July 1, 1987, by and between CITY and Ray Neel, doing business as City Cab Co., that interim agreement by and between City Cab Company and the City of Lodi dated June 27, 1989, and that document entitled OPERATIONAL POLICY FOR LODI DIAL-A-RIDE are hereby incorporated herein by this reference as Exhibit A, Exhibit B, and Exhibit C, respectively.

2. SCOPE OF SERVICES

CITY agrees to provide sufficient vehicles to operate a dial-a-ride transit system in the unincorporated areas of Woodbridge, the Arbor Mobile Home Park and the Freeway Mobile Home Park between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday of each week, excluding holidays (New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day). Services provided pursuant to this agreement shall meet all applicable requirements of Exhibit A and Exhibit B herein.

3. TERM

The term of this agreement shall be a period of three years commencing on July 1st, 1990, and terminating on June 30, 1993, subject to earlier termination upon the cancellation or termination of that agreement incorporated herein as Exhibit A. However, commencement of service and continuation of service shall be conditioned upon the funding of a Transportation Development Act (TDA) grant.

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AGREEMENT BETWEEN THE CITY OF LODI AND THE COUNTY OF SAN JOAQUIN

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4. RENEWAL OR CANCELLATION

The term of this agreement may be extended for one-year periods, up to three years, upon COUNTY'S written notification to CITY that the COUNTY desires to continue the services provided herein upon the same terms and conditions. Said notification must be given at least 60 days before the expiration of the term.

In the event that CITY decides to discontinue said services and determines that renewal of this agreement is not practical or feasible, CITY agrees to provide COUNTY with at least 30 days written notice of such discontinuance or nonrenewal.

5. COMPENSATION

In consideration for dial-a-ride services provided pursuant to this agreement, COUNTY agrees to compensate CITY for each dial-a-ride ticket presented to COUNTY at the rate of FOUR DOLLARS FORTY ONE CENTS (\$4.41). Tickets for out of Lodi dial-a-ride passengers shall be furnished by CITY and shall be color coordinated so as to be distinguishable from Lodi dial-a-ride tickets. Prices for out of Lodi dial-a-ride tickets shall be within the sole discretion of COUNTY. COUNTY agrees to pay CITY for services provided pursuant to this agreement within ten working days of receipt of a bi-weekly invoice from CITY. The bi-weekly invoice shall be mailed to:

Department of Public Works  
Attn: Doralee Boles, Transportation Coordinator  
1810 E. Hazelton  
P. O. Box 1810  
Stockton, CA 95201

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AGREEMENT BETWEEN THE CITY OF LODI AND THE COUNTY OF SAN JOAQUIN

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6. HOLD HARMLESS

The City agrees to name the County of San Joaquin, its Board of Supervisors, officers, employees and agents, as Additional Insured on its transit liability policy. The County agrees to reimburse the City for any losses sustained by County passengers while being transported whether in the City of Lodi or in the County service area.

7. RECORDS

CITY agrees to supply COUNTY with all records and information necessary to satisfy State and Federal grant and audit requirements. CITY shall permit authorized representatives of COUNTY, the U. S. Department of Transportation, and the Comptroller General of the United States and the State or its designated representatives to inspect and audit all data and records relating to the performance of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

CITY OF LODI  
A MUNICIPAL CORPORATION

\_\_\_\_\_  
John R. (Randy) Snider  
Mayor

APPROVED AS TO FORM:

Attachments  
ATTEST:

\_\_\_\_\_  
Alice M. Reimche, City Clerk

\_\_\_\_\_  
Bob McNatt, City Attorney

COUNTY OF SAN JOAQUIN  
A Political Subdivision of the  
State of California

BY \_\_\_\_\_

DOUGLASS W. WILHOIT, Chairman  
Board of Supervisors

**ATTEST:**

**JORETTA J. HAYDE**

**Clerk of the Board of Supervisors of the  
County of San Joaquin, State of California**

BY \_\_\_\_\_

**Deputy Clerk**

**RECOMMENDED FOR APPROVAL::**

\_\_\_\_\_  
**HENRY M. HIRATA**

**Director of Public Works**

**APPROVED AS TO FORM:**

**JOHN F. CHEADLE**

**County Counsel**

BY \_\_\_\_\_

**Rebecca Davis**

**Deputy County Counsel**

\_\_\_\_\_  
**COUNC891**

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1987, by and between the City of Lodi, a municipal corporation, hereinafter called "CITY"; and Rae Neel Margrave, doing business as City Cab Co. of Lodi, California, hereinafter called "CONTRACTOR".

It is the intent of the City of Lodi to provide subsidized low-cost transportation to all residents of the City of Lodi. This transportation system is to be a demand response system with vehicles owned by the City, with operating policies promulgated by the City. Company will provide the day-to-day operations of the system, provide the drivers and the dispatching of the vehicles. In order to carry out said plans, the parties hereto are entering into this Agreement to cover the specific items of obligation of the respective parties. In consideration of the mutual covenants and conditions herein contained, it is hereby agreed between the parties as follows:

1. Scope of Work

CONTRACTOR shall provide Dial-A-Ride services 6 days per week (Monday through Saturday excluding New Years, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas) to include operation and dispatching for a CITY-wide Dial-A-Ride system. CITY will provide the necessary vehicles and mobile radios. CITY will also do all maintenance and repairs, preventative maintenance routines and fuel which will be billed directly to CONTRACTOR at CITY's then present costs. CONTRACTOR will provide drivers, dispatchers, a two-way radio communications system including proper radio frequency and a resident manager for the system. Actual system operations, CONTRACTOR requirements, schedules, service area boundaries, and service hours are fully described below.

2. Description of Service

a. Type of Service

The service to be provided shall be a demand response type service operating Monday through Saturday excluding New Years Day, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving and Christmas. CONTRACTOR shall be required to make every effort to pick up riders and deliver them to their destination within forty-five (45) minutes of the call for service.

b. General Description of Services

CONTRACTOR shall be responsible for service operations including, but not limited to: assignment of vehicles, drivers and dispatchers; efficient routing in service area; ticket collection and knowledge of the particular requirements of individual aged and handicapped riders. CONTRACTOR's drivers shall assist passengers while boarding and debarking vehicles as required.

c. Only 1 ticket shall be collected for up to 3 Dial-A-Ride passengers travelling between the same origin point and destination point. In no case will more than 5 adults be transported at any one time.

### 3. Hours of Service

Hours of service shall be 7:00 A.M. to 7:00 P.M. Monday through Friday and 9:00 A.M. through 5:00 P.M. on Saturday. CONTRACTOR will be expected to have sufficient drivers available to operate the system with 48 service hours per day Monday through Friday and 24 service hours on Saturday.

### 4. Service Area

The service area of the Dial-a-Ride system is the corporate limits of the City of Lodi, the community of Woodbridge south of Woodbridge Road and the Arbor Mobile Home Park in Acampo.

### 5. Dispatching

CONTRACTOR shall provide a two-way radio system for communications between its central dispatcher and vehicles. Dispatch and vehicle operator duties shall not be performed concurrently by one person. CONTRACTOR shall be required to have one dispatcher on duty from 7:00 A.M. to 7:00 p.m. on Monday through Friday and 9:00 A.M. to 5:00 P.M. on Saturday. CONTRACTOR shall maintain a telephone system for service requests and service information. In addition, CONTRACTOR shall have a listed business office phone with a number different from the service request and information number.

#### Vehicles and Associated Equipment

CITY will provide the necessary vehicles and mobile radios for the service requirements described in Paragraph 3.

### 7. Radio Equipment

CONTRACTOR shall provide the necessary base station and the necessary approved frequency for the satisfactory performance of the system.

### 8. Fare Collection

Monetary fares will not be collected by CONTRACTOR nor his employees. CONTRACTOR shall be required to collect and account for all tickets collected per CITY's instructions. All monies collected from any source for the operation of this system shall be the exclusive property of CITY.



## 9. Maintenance

All maintenance and associated repairs including appropriate preventative maintenance will be performed in the CITY's service center. CONTRACTOR shall be responsible to report any operational problems with the vehicles. CITY will also provide all necessary fuels and lubricants. The cost of maintenance and fuel will be deducted from the periodic CITY payments to CONTRACTOR at CITY's cost.

## 10. Facilities

CITY will provide storage for all the necessary vehicles. CONTRACTOR shall be responsible to have an office and dispatch center within the service area. CONTRACTOR will be responsible for having a local dedicated telephone number for Dial-A-Ride purposes.

## 11. Employees

- a. CONTRACTOR shall provide initial training and periodic retraining of its employees used in the Dial-A-Ride system. Training shall include, at a minimum: instruction in primary disabilities and their manifestations, first aid, public relations and personal attitudes related to the aged and handicapped. All vehicle operators shall have a clearance from the City of Lodi Police Department.
- b. CONTRACTOR will be required to provide and maintain Worker's Compensation insurance covering their employees as required by the State of California. A certificate of insurance shall be provided CITY setting forth the terms contained herein with the provision that the policy upon which the certificate is issued will not be cancellable without thirty (30) days prior written notice to CITY and a copy of same shall be kept on file.
- c. Vehicle operator employees must be neatly dressed and groomed at all times. CONTRACTOR shall not employ as an operator any of the following persons:
  - (i) Any person who does not have a minimum of four (4) years licensed driving experience;
  - (ii) Any person who has been convicted of a crime involving moral turpitude or narcotics within the two (2) years immediately preceding employment;
  - (iii) Any person who has been convicted of driving a vehicle recklessly within the two (2) years immediately preceding employment;
  - (iv) Any person who has been convicted of driving a vehicle while under the influence of intoxicating liquors and/or drugs within the five (5) years immediately preceding employment or following employment;

- (v) Any person not possessing at least a valid Class drivers' license issued by the State of California.
- (vi) In addition all drivers must meet all of the requirements of Section 5.24.070, 5.24.290, 5.24.300 and 5.24.310 of the Lodi Municipal Code.

## 12. Indemnity and insurance

CONTRACTOR agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming CITY as an Additional Insured, and under which the insurer agrees to indemnify and hold CITY harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of CONTRACTOR, or CONTRACTOR'S agents or employees in the implementation of this contract. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury, \$100,000 Property Damage or 91,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on CONTRACTOR'S policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give CITY at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. If there has been no such delivery within forty-eight (48) hours prior to the commencement of any portion of the Contractor's operations, this Agreement shall be null and void. This paragraph and all other provisions of this Agreement shall apply and be construed as applying to any subtenant of CONTRACTOR.

It is understood and agreed that CONTRACTOR has the responsibility of maintaining the required limits of stated insurance, even though CONTRACTOR is only able to obtain \$500,000 insurance coverage at this time. In this regard, CITY agrees to accept the \$500,000 amount of coverage at this time because of the inability to obtain required limits, however, both CONTRACTOR and CITY agree to continue to diligently search for insurance coverage in the heretofore required limits.

The City of Lodi shall be responsible upon receipt of invoice or other evidence of cost, to pay the premium for the above-mentioned insurance policy.

13. Term of Contract

The term of this Agreement shall be for a three-year period beginning Tuesday, July 1, 1986, subject to the termination clause described in paragraph 18 of this Agreement. In addition CONTRACTOR hereby grants to CITY an option to renew the Agreement on a year-to-year basis for up to three additional successive one (1) year terms. Unless specifically modified by mutual agreement in writing, all terms, conditions and covenants of this Agreement shall remain in effect during the additional terms herein provided, with the exception that the amount to be paid for said additional terms for the subsequent years shall be determined through negotiations between CITY and CONTRACTOR.

14. Additional Information and Requirements

CITY reserves the right to modify, change, or expand specified service levels. In addition, CITY reserves the right to increase or decrease hours up to 20%. If changes exceed 20%, then the CITY shall renegotiate the rates with CONTRACTOR. CONTRACTOR shall be required to operate the system in conformance with any Public Utilities Commission rules or any other laws, ordinances or regulations affecting the CITY's Dial-a-Ride system.

15. Contractor to Maintain Records and Furnish Reports

CONTRACTOR shall be required to keep various logs and compile statistical data per CITY's instructions. Presently, these reports include the following:

- a) a monthly gasoline usage report,
- b) a monthly service hour report,
- c) a daily dispatcher's summation report,
- d) a complaint log.
- e) CONTRACTOR shall maintain a separate log for all Dial-A-Ride customers, showing the time the call was received, the time the passenger was picked up, and the time the passenger was dispatched.
- f) CONTRACTOR agrees to submit to CITY, cancelled tickets for all Dial-A-Ride passengers served and at the same time shall present copies of said logs. Tickets and logs shall be presented bi-weekly.

16. Upon the effective date of this Agreement, Company shall be reimbursed at the rate of \$2.75 for each Dial-A-Ride ticket presented to CITY for service within the City of Lodi, and \$3.25 for each ticket presented to the City of Lodi for service to the Woodbridge area, pursuant to the Agreement dated November 16, 1982 by and between the City of Lodi and the County of San Joaquin (Resolution No. 82-129), during the term of this Agreement upon presentation of logs and tickets which establishes the number of Dial-A-Ride passengers served by CONTRACTOR.

17. Equal Employment Opportunity

CONTRACTOR shall be required to certify that he or she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations relating to Equal Opportunity Employment.

18. Termination Clause

This Agreement may be terminated by CITY should CONTRACTOR breach or default in the performance of any of these Agreement provisions. The termination clause will provide CONTRACTOR a period of thirty (30) days after written notice from the CITY to correct a deficiency, except in the case of intentional breach. CONTRACTOR will not be deemed to be in default if earthquake, flood, fire, riot, insurrection, commandeering of material, equipment or facilities, or similar causes beyond the control of CONTRACTOR which render performance impossible.

19. Condition of Grant Approval

This Agreement shall be conditioned upon State grant approval, the continuation of State funds to subsidize the transit system and the ongoing ability of the system to meet State grant requirements.

20. Financial Reporting Requirements

CONTRACTOR will be required to establish and maintain full and complete books of account for the service. Such books of account shall be kept separate from CONTRACTOR's other operations. Such books of account, records of any related business, and accounting procedures shall be subject to approval, inspection, and audit by authorized employees and agents of the City of Lodi.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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CITY CAB COMPANY

CITY OF LODI,  
a municipal corporation

By

Rae Neel Margrave  
Rae Neel Margrave  
dba CITY CAB CO.

By

Evelyn M. Olson  
Evelyn M. Olson  
Mayor

Approved as to Form:

Attest:

Ronald M. Stein

Ronald M. Stein  
City Attorney  
City of Lodi

Alice M. Reimche  
Alice M. Reimche  
City Clerk

**EXHIBIT B**

**INTERIM AGREEMENT BETWEEN CITY CAB COMPANY  
AND THE CITY OF LODI FOR OPERATION OF THE DIAL-A-RIDE SYSTEM**

THIS INTERIM AGREEMENT, entered into this 27th day of June,  
1989, by and between the CITY OF LODI ("City"), and RAE NEEL MARGRAVE,  
doing business as CITY CAB CO. ("Contractor")

**WITNESSETH:**

WHEREAS, Contractor and City have heretofore entered into an  
agreement dated April 16, 1986, and thereafter amended  
for the operation of the City's Dial-A-Ride system; and

WHEREAS, the term of such agreement was to be for a period of three  
years commencing July 1, 1986 and expiring June 30, 1989; and

WHEREAS, the termination date of such agreement is nearing, and the  
City is not desirous of extending such agreement for a year-to-year period  
as allowed in the agreement, without first addressing certain concerns  
which have arisen;

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. That certain agreement signed April 16, 1986 and amended from time to  
time thereafter shall be allowed to lapse on July 1, 1989 and shall be  
of no further force and effect.

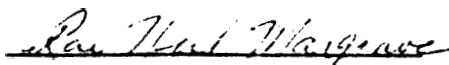
2. Contractor shall on and after July 1, 1989 continue to operate the City's Dial-A-Ride system on a month-to-month basis on the same terms and conditions contained in that April 16, 1986 agreement and amendments thereto, which are attached as Exhibit "A" and incorporated by reference herei
3. Such agreement shall be renewed automatically at the end of each calendar month unless one party hereto has given the other notice not later than ten days prior to the end of that month, that this interim agreement is to be terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI, a municipal corporation

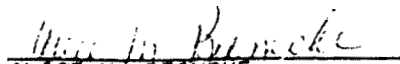
RAE NEEL MARGRAVE  
DBA CITY CAB CO.

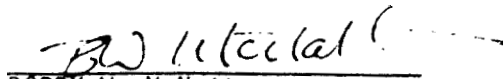
  
THOMAS A. PETERSON  
City Manager



ATTEST:

APPROVED AS TO FORM:

  
ALICE M. REIMCHE  
City Clerk

  
BOBBY W. McNatt  
City Attorney

AGRDAR/TXTA.01V

**OPERATIONAL POLICY FOR LODI DIALFA-RIDE****INTENT:**

It is the intent of the City of Lodi to provide subsidized low-cost transportation within the City of Lodi to all of its residents. This intent is to be carried out with a demand-response-shared-ride transportation system. The manner in which this stated intent is carried out is described in the following sections.

**SERVICE AREA:**

The service area for the Lodi Dial-A-Ride project is the incorporated limits of the City of Lodi. Rides will not originate nor terminate outside the City limits of the City of Lodi.

**USER POLICIES:**

Use of Lodi Dial-A-Ride will be available to all residents of the City of Lodi. However, senior citizens (age 60 and over) and non-elderly handicapped persons will pay a lesser fee than the general public. It is anticipated that 200 riders per day will avail themselves of the Dial-A-Ride service,



## CERTIFICATION PROCEDURE:

### Senior Citizens

The Senior Service Agency of San Joaquin County currently **is providing identification** cards to persons **60 years of age or older in Lodi** to certify them for the Nutrition Program and for other services available on the basis of age. For the price of one dollar, the Agency furnishes senior citizens with an identification card sealed in plastic which contains a photograph of the individual, name and address, year of birth, and signature, as well as special medical information. This ID card is satisfactory for the Dial-A-Ride eligibility. The 60 year age criteria is based on the fact that many people over age 60 in Lodi are on fixed incomes and/or have no convenient economical means of transportation.

A second reason for setting the eligibility age at this level is to give the largest number of individuals an opportunity to use the system. Low incomes and mobility impairments are not limited to any age group, and it is not uncommon to find persons in the 60-65 age group who have economic or medical circumstances more critical than their peers in the 75-and-over bracket.

Upper-income elderly persons may use the Dial-A-Ride service, although it is not intended for them. There is no practical way to prevent this without instituting income

requirements in the certification procedure, However, this type of ridership is likely to be small and will not have a substantial impact on project costs,

#### 1 Persons

The **Senior Service** will also : ID cards for handicapped persons in the same manner as senior citizens are certified. Criteria for handicapped status is either a doctor's certificate stating that the individual is physically or mentally unable to transport themselves, or show proof that they are receiving social security disability,

#### TICKET SALES:

The City of Lodi will be responsible for the sale of tickets, Convenient points of sale will be provided, At the present time, **LOEL** Center, 105 S. Washington Street, and the **Lodi** Fire Department Headquarters Station, 210 W. Elm Street are sales points, Tickets will be sold to anyone, Senior citizens or handicapped persons must present a valid Identification Card. At each ticket purchase, the user must sign for the number of tickets purchased.

#### TICKET USE:

Dial-A-Ride customers pay for each trip with a ticket coupon. The trip is defined as travel between the point of pickup and the point of debarkation. If a passenger wishes to

make a pickup enroute, i.e., for a prescription at a drugstore, this will be considered a trip completion unless the stop is limited to 2 minutes and the vehicle has no more than 1 other paying passenger. Such exceptions will be at the discretion of the system dispatcher and the driver. If a driver is in doubt about the eligibility of a customer who presents a senior citizen or handicapped Dial-A-Ride ticket as fare payment, he should ask the customer to show his or her ID card. All groups of up to 3 persons travelling between the same origin point and destination point, may ride for 1 ticket. This procedure encourages group riding and improves the productivity of the system.

#### **OPERATING HOURS:**

Operating hours will be 7:00 am to 7:00 p.m., Monday through Friday, Users will be required to call in request for service no later than 6:30 p.m. to receive service.

#### **DISPATCHING:**

Dial-A-Ride cabs will be dispatched in order to achieve the greatest efficiency in the use of vehicles and not necessarily on a first come, first served manner. The City Cab Company telephone number will continue to be used since most Dial-A-Ride passengers are already familiar with the number, or know how to find it in the telephone directory. Regular customers will be logged on a separate log sheet from Dial-A-Ride customers, This will facilitate dispatching of Cabs and reporting bi-weekly statistics to the City of Lodi.

#### VEHICLES:

Vehicles used for the Dial-A-Ride project should be in good operating order, neat in appearance and clean. The exterior appearance is important in attracting riders and the cabs should be washed at least once per week. The interior condition, likewise, is important in providing satisfactory service and, to this end, the driver should vacuum each cab at the beginning and in the midpoint of each shift.

The vehicles are the property of the City of Lodi. To this end, when vehicles are not being used for Dial-A-Ride, they may be used by the City of Lodi.

#### UTILIZATION OF VEHICLES :

The Lodi Dial-A-Ride vehicles will not be available for regular taxicab service. The Dial-A-Ride vehicles will be a distinctive color with City of Lodi logo.

All Dial-A-Ride passengers will be expected to share rides and may not refuse to ride with another passenger. It is to be noted that this feature potentially enables the operator to provide trips at a lower cost per passenger by increasing the productivity of the system.

#### INSURANCE:

The City of Lodi will self-insure itself for liability coverage. It shall be the contractor's responsibility to insure itself and its employees for primary coverage and name the City of Lodi as an additional named insured in accordance with Paragraph 9 of Agreement dated December 31 1981.

The policy secured by contractor shall be endorsed to show it is primary over any other valid or collectible insurance or self insurance program,

## LEVEL OF SERVICE

The maximum time for a taxicab to respond to a Dial-A-Ride customer's request for service shall be 30 minutes, This applies to peak demand periods as well as off peak periods. The response time will be consistent from hour-to-hour throughout the day, with no one period having excessive response times. It is extremely important in a shared-ride taxicab system that the time spent waiting for customers at the pickup point be minimized so that passengers already in the cab will not be inconvenienced. Drivers should wait no longer than 1 to 1-1/2 minutes for a customer to appear,

Inasmuch as the Dial-A-Ride service will be targeted largely at persons with impaired mobility, delay at pickup points may be somewhat longer than usual due to the necessity of assisting passengers into cabs or waiting for them to enter or leave without assistance. Dispatchers should use their discretion in assigning persons with known mobility problems to a cab with several other occupants,

## MAINTENANCE:

The responsibility for maintaining the vehicles rests with the City of Lodi. Sufficient vehicles are available to assure that periodically, a vehicle may be taken in for service. The City Cab Company will pay for the cost of labor and parts used for maintenance of these vehicles. Diesel fuel will be made available for the vehicles and the City Cab Company will be billed for the fuel used, at the City's cost. Company will be responsible for delivering the vehicles for maintenance to the City's maintenance shop at Ham Lane and Kettleman Road, Lodi.

REPORTING AND MONITORING:

Dispatch **logs** for the Dial-A-Ride service will be submitted **to** the City at **the same** time cancelled tickets are presented **for** reimbursement. Drivers' logs will also be **made** available **for** inspection **by** the City and will **be** kept **on file for 2 fiscal years,**

The City **Cab** Company will furnish monthly totals **of** vehicle **miles,** vehicle service hours, and fuel consumption. **In** addition, the City Cab Company will prepare **a** profit-loss statement on its overall operation **on a** quarterly basis. This report **is to be** submitted 30 days **after** the end of each quarter. This data will **be** used to evaluate the overall effectiveness **of the program but also to** evaluate the reasonableness **of the** reimbursement rate,

The purpose of monitoring operations is to **ensure the** day-to-day operation **of the** project is **being** conducted smoothly **and** efficiently. This monitoring is critical in **order to** verify **that** users are receiving an **adequate** level **of** service **and** to provide operational guidance in the event problems arise that threaten to impair the project. Monitoring will take the form of periodic random surveillance of **the** vehicles **and** dispatching procedures.

The monitoring will include **an** evaluation **of** trip times, trip length, wait times, passengers per mile **driven** and passengers carried per **hour of** service.

## RESOLUTION NO. 90-133

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A RESOLUTION OF THE LODI CITY COUNCIL  
ENTERING INTO A NEW AGREEMENT WITH SAN JOAQUIN COUNTY,  
PROVIDING FOR DIAL-A-RIDE SERVICE IN VARIOUS AREAS

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RESOLVED, that the Lodi City Council hereby approves the Dial-A-Ride agreement between the City of Lodi and San Joaquin County (attached Exhibit A), providing for Dial-A-Ride service in various areas.

Dated: August 15, 1990

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I hereby certify that Resolution No. 90-133 was passed and adopted by the Lodi City Council in a regular meeting held August 15, 1990 by the following vote:

Ryes : Council Members - Hinchman, Olson, Pinkerton, Reid and Snider (Mayor)

Noes : Council Members - None

Absent: Council Members - None

The Foregoing Document Is Certified  
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*Alice M. Reimche*  
Alice M. Reimche  
City Clerk

Jennifer M. Perrin  
Deputy City Clerk, City Of Lodi

By *Jennifer M. Perrin*  
Dated: *8/16/90*

90-133

RES90133/TXTA.02J